

This is a section of a letter sent to Gov. Criss in April 2007 to which I have not received a satisfactory response.

Originally homeowners had individual accounts with Comcast Cable. This company eventually became Galaxy Cable. We noticed a right of entry fee on our bills. This seemed rather strange since the cable systems were in our backyards and the roads were public. When asked a customer representative replied that by any other name it was “kick back” to the Developer. This to the best of my knowledge is unlawful. When homes were built in other phases of Cherrywood to the east of us the residents there were without cable service for several months. The Developer was loaning out video tapes to try to keep the residents happy.

One day my mother-in-law who lives 10 houses away called and said her water was off. I went and checked and found workers burying some kind of cable. The cable was all over her lawn and a worker was standing in a hole working on her water line which they had broken. I asked what was going on and they all played dumb. Eventually they came down the street installing this cable in our front lawns. No one from the Cherry Developers had informed any one what was going on. As it turned out the Developer had signed a bulk contract with Time Warner to be the cable provider for the whole development. He had also amended the Declarations and made cable hookup mandatory. When asked how much the service would cost we were told they didn't know. Many in the community refused to switch over to the new cable system out of protest to the way this matter was handled. Eventually the Galaxy cable was cut. The Developer wanted to charge a \$35 connection fee. The Time Warner Trucks in the community had signs reading “Free Hookup”. We refused to pay and the Developer dropped the charge. We also found out that the cable service could not be turned off when part time residents went north during the summer. The charge for cable service under the bulk contract was less than what an individual account would be but a third higher than smaller communities with bulk contracts were paying for the same service. The difference going to the Developer. On our monthly amenity statements under the cable service we noticed that there was a state sales tax for \$1.44. When paying our monthly amenity bills we checked to see if the Developer had posted a permit to collect sales tax. He didn't. A phone call to the Florida Department of Revenue determined that Cherry Developers did not have a permit to collect tax. We were told they would look into it. I also met with an employee of the Department. I was told by the Department of Revenue that if Cherry Developers had a Permit and wasn't turning the collected taxes over to the State that it would be a serious matter. But since they didn't have a permit it wasn't. I also found out that since cable service was not a utility the Developer could not pass through any sales tax he was paying to Time Warner. The absurdity of this is it is alright to collect sales tax and pocket it as long as you don't have a permit to collect. Shouldn't

it be unlawful to collect sales tax without a permit and shouldn't it be unlawful to charge sales tax on non-taxable items?

About this time Time Warner employees who had been fairly candid in discussions with residents were told not to discuss the contract that was with Cherry Developers with the residents. Meanwhile someone from the Florida Department of Revenue had informed the Developer that he could not collect the sales tax without a permit. The tax continued to be collected. Out of frustration I wrote to Gov. Bush. My letter ended back at the Florida Department of Revenue in the hands of the same person I had met with previously. I met with this employee who informed me that this matter would be taken care of. Eventually a communication tax of 9% replaced the 6% sales tax. The Developer eventually started charging the new tax but failed to remove the \$1.44 from the cable fees. The Developer still collects the \$1.44 to this day.

Bright House Networks has taken over the bulk contract that was with Time Warner. I have asked Bright House VP John Doctor (386) 775 4444 Ext. 5938 who the contract is with. The Developer of our community (Cherrywood Estates) is Cherry Developers, Inc. I have been led to believe by Bright House representatives that the bulk contract is with the HOA (Cherrywood Estates Homeowners Association, Inc. a not for profit corporation). This corporation was administratively dissolved in 2006 by the Florida Department of State Division of Corporations for failing to file an Annual Report. This is because the Developer failed to turn the Association over to the Members as required by Florida Statute. Mr. Doctor informed me that a confidentiality agreement prevented him from divulging who the contract was with. If the bulk contract is with the HOA then the Developer is posing as a not for profit corporation that is inactive. I informed Mr. Doctor of this. I asked Mr. Doctor to let me know if the contract was not with the HOA. I have not had a response. Should this be the case it would appear that Bright House Networks takes no action that they are knowingly aiding in commission of fraud by the Developer.

Bulk Contracts can save homeowners money but they must be administered honestly, fairly, and democratically. They should not be allowed to be managed by any entity other than a not for profit association made up of the customers who pay for the service. Confidentiality Agreements should not be allowed.